

STATE OF MARYLAND
MEMORANDUM OF UNDERSTANDING

AMONG

THE MARYLAND HEALTH CARE COMMISSION,

THE DEPARTMENT OF LABOR, LICENSING AND REGULATION,

AND

THE GOVERNOR'S OFFICE OF HEALTH CARE REFORM

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is made effective this _____ day of _____, 2013, by and between the Maryland Health Care Commission ("MHCC"), an agency of the State of Maryland, located at 4160 Patterson Ave., Baltimore, MD 21215, the Governor's Workforce Investment Board ("GWIB") of the Maryland Department of Labor, Licensing, and Regulation ("DLLR"), an agency of the State of Maryland, located at 1100 N. Eutaw Street, Suite 616 Baltimore, MD 21202, and the Governor's Office of Health Care Reform ("GOHCR") of the State of Maryland, located at Shaw House, 1st Floor, 21 State Circle, Annapolis, MD 21401.

WHEREAS, The MHCC is an independent regulatory agency under the Department of Health and Mental Hygiene whose mission is to plan for health system needs, promote informed decision-making, increase accountability, and improve access in a rapidly changing health care environment by providing timely and accurate information on availability, cost, and quality of services to policy makers, purchasers, providers and the public;

WHEREAS, The GWIB, which operates under the umbrella of DLLR, is the Governor's chief policy making body for workforce development, and is charged with advising policy makers with information about changing workforce trends, anticipated workforce needs, and education and training to address workforce needs; and

WHEREAS, the GOHCR was established by Executive Order 01.01.2011.10, to advise and assist the State in the implementation of the federal Affordable Care Act (ACA); and

WHEREAS, Maryland intends to prepare for the implementation of Health Care Reform and the needs of newly insured in Maryland by assessing the size of the current Health Care Workforce by provider type, -region, -and provider demographics; and

WHEREAS, Maryland intends to forecast the future Health Care Workforce needs of the State in total and by provider type, -region, -and provider demographics; and

WHEREAS, XXXXhas received funding from the Robert Wood Johnson Foundation ("Foundation") in the amount of xxx for the purpose of xxx

WHEREAS, MHCC, GWIB/DLLR, and GOHCR (the "Parties"), recognizing their mutual responsibilities for developing information on current Health Care Workforce capabilities

Comment [A1]: No funding is in hand; commitment has been made by the RWJF

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and future Health Care Workforce needs of the Maryland population have agreed to conduct a joint research study with ~~the the financial support of funding previously committed by from the~~ Robert Wood Johnson ~~Robert Wood Johnson~~ Foundation (“Foundation”), and further data gathering with the support of funding provided by GWIB.

Comment [A2]: See if this is the language you want for the GWIB funding piece.

NOW THEREFORE, MHCC, GWIB/DLLR, and GOHCR do mutually agree as follows:

1. MHCC RESPONSIBILITIES

MHCC staff will be responsible for developing and managing a joint research study pertaining to Maryland’s Health Care Workforce by performing the identified tasks in three phases, as explained below. An MHCC senior staff member will oversee and coordinate the work throughout the project.

MHCC anticipates carrying out the tasks identified in (a) and (b), Phases One and Two respectively, with the assistance of a vendor reimbursed by the Robert Wood Johnson Foundation. MHCC will work directly with the vendor to carry out these tasks. MHCC anticipates completing all work identified in (a) and (b), but the scope may be limited upon agreement of the parties.

The scope of work defined in (c), Phase Three, may be modified based on the recommendations identified in Phase One. MHCC anticipates carrying out the tasks identified in (c) with a combination of efforts from internal staff, staff at the relevant health professional licensing Boards, and any vendors of the respective Boards.

Comment [A3]: This is the first reference to “Boards”. I think that some description of what they are is needed, whether generally as health care licensing boards, or naming specific boards.- Nursing, Dentistry, and Pharmacy are referenced in Phase Three below.

- a. Phase One: Develop a report addressing the availability, quality, and utility of data sources for work force supply analyses of health care professions (physicians, nurses, clinical social workers, psychologists, physician assistants, pharmacists, and dentists, among others) and produce an analytic data set for each.
 - (1) The report will include:
 - i. An environmental scan and literature review of the approaches to work force supply analyses and sources of data used, including recent analyses done in other states.
 - ii. A list of identified existing and potential sources of data for Maryland including, at a minimum, data from Maryland health professional boards, Optum's Provider 360[®] data, and the U.S. Department of Labor's State Occupational Employment Statistics Survey.
 - iii. A list of specific strengths and weaknesses for each identified data source, including:
 - 1. Rating the quality of the data source (the sources of information used, timeliness, and completeness of the data;
 - 2. Assessing its potential use for analysis of geographic subsets of Maryland (e.g. census tracts, zip codes, and jurisdictions).
 - 3. Assessing the potential to merge it with other data available to the MHCC (e.g. Medicaid/Medicare/private carrier data,

Comment [A4]: I assume that the reference is to U.S. DOL and not DLLR.

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MHCC's Medical Care Data Base, the State-Designated HIE, state surveys, etc.)

- iv. A comparison of the different sources of data, the discrepancies among data sources, and their potential impact on analyses.
- v. Recommendations regarding the best data sources for each provider type by type of analysis (e.g., basic counts, geographic analysis, and forecasting models).

- (2) ~~Based on information accumulated during the preparation of the report in (1), create an analytic data set for each provider type.~~

Comment [A5]: (1) and (2) are not parallel – (1) says that “The report will include...” and (2) says “Create an ...” You might want to start (2) by saying “Based on the report prepared in (1), create an ...”

- b. Phase Two – Develop a report that expands on the State’s existing efforts addressing physician distribution and supply in Maryland. This expansion will include additional health care professionals (nurses, social workers, psychologists, physician assistants, dentists) and an emphasis on provision of primary care and mental health services. Where sufficient data is reasonably available, the MHCC anticipates using the data sources identified in Phase One as the strongest to incorporate the following information and analysis into this report.

- (1) Demographic distribution (e.g. age, race, and gender) by jurisdiction and specialty for each provider type.
 - i. Distribution across multiple practice locations.
 - ii. Distribution within smaller geographic units, such as hospital, primary care service areas, zip codes, and census tracts for each provider type.
 - iii. The changes in work force supply over time for each provider type, including annual summaries for each year.
- (2) The population’s demographics and its demand for services in each geographic unit identified in (b)(1)(ii).
- (3) The supply of health care professionals who provide primary care and mental health care services, the roles each type of health care professional plays, and gaps in work force supply relative to the population demographics and demand for services in each geographic unit identified in (b)(1)(ii).

- c. Phase Three - Collaborate with each relevant health professional board to revise license renewal surveys to standardize the data collected and to address the gaps identified in Phase One.

- (1) MHCC staff will revise the license renewal surveys for those boards for which MHCC provides web application support (physicians, physician assistants, clinical social workers, and psychologists, among others).

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- (2) MHCC staff will coordinate with the Boards of Nursing, Dentistry, and Pharmacy, or each board's independent vendor, where needed, to revise the license renewal surveys.

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~~2.~~ 2.

~~2.~~ GWIB/DLLR RESPONSIBILITIES

- a. Collaborate with the MHCC to support the tasks and work identified in Section 1.
- b. Provide funding of up to \$50,000 -to MHCC to support the tasks and work identified in Section 1(c).

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~~3.~~ 3. GOHCR RESPONSIBILITIES

- ~~a.~~ a. Collaborate with the MHCC to support the tasks and work identified in Section 1.
- ~~b.~~ b. Provide input on statistical analyses and technical reports due under 1(a) and 1(b).
- ~~c.~~ c. Coordinate with the ~~Robert Wood Johnson~~ Foundation to assure that timely payments are made to the ~~vendor chosen and reimbursed by the Foundation.~~ ~~RWJ~~ ~~reimbursed vendor.~~

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Comment [A6]: Is this consistent with the grant? Is the money allocated to MHCC subject to invoicing or is there a lump sum awarded to MHCC that can be paid out without Foundation approval? The initials RWJ have not been defined; I used "Foundation" in the new whereas clause.

Comment [A7]: RWJF pays the vendor. No funds to MHCC

~~4.~~ 4. GENERAL PROVISIONS

- a. Whenever the approval of the parties is required under this MOU, such approval will not be unreasonably withheld, denied, or delayed. The parties hereto agree to cooperate with each other to accomplish the terms and conditions of this MOU.
- b. This MOU shall inure to and be binding upon the parties hereto, their agents, successors, and assigns.
- c. This MOU and the rights and liabilities of the parties hereto shall be interpreted in accordance with Maryland law.
- d. The recitals (WHEREAS clauses) at the beginning of this MOU are incorporated herein as part of this MOU.
- e. All notices and/or invoices, if to MHCC, shall be addressed to:
Bridget Zombro
Director of Administration
Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, MD 21215
410-764-3558
bridget.zombro@maryland.gov

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- f. All notices and/or invoices, if to GWIB/DLLR, shall be addressed to:

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XXXXXXXXXXXXXXXXX

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- f. All notices and/or invoices, if to GOHCR, shall be addressed to:

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5.5. DURATION OF AGREEMENT

Performance under this MOU commences on July 1, 2013, and continues until agreed upon services are completed, concluding on or before [redacted].

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6. COMPENSATION AND METHOD OF PAYMENT

Compensation: The total cost to GWIB/DLLR for the services to be provided by MHCC under this MOU may not exceed not exceed Fifty Thousand Dollars (\$50,000.00) and are associated solely with the work identified in (1)(c), Phase Three.

The MHCC will provide ~~an~~ invoices to the GWIB/DLLR outlining the associated costs incurred by the MHCC to carry out the work specified in Section 1(c), Phase Three of the project, and requesting payment. ~~Invoices will be submitted Funding for this Project will be provided~~ quarterly.

Upon receiving an acceptable invoice, funds will transfer from GWIB/DLLR utilizing the Relational Statewide Accounting and Reporting System (R*STARS). The accounting codes for the transfer will be included on the invoices. DLLR designates Venissa Wiggins as the point of contact for any payment related matters (410-767-2819, or vwiggins@dllr.state.md.us). MHCC designates Bridget Zombro as the point of contact for any payment related matters (410-764-3558, or bridget.zombro@maryland.gov).

7. PROJECT MANAGER

MHCC designates Srinivas Sridhara to serve as the Project Manager for this MOU. GWIB/DLLR designates Lynn Reed, to serve as the Project Manager for this MOU. GOHCR designates [redacted] to serve as Project Manager for this MOU. All contact between the parties regarding all matters relative to this MOU shall be coordinated through the Project Managers.

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8. DISPUTES

Should a dispute arise under this MOU, each party shall identify a representative to work together to resolve the dispute.

9. TERMINATION FOR CONVENIENCE

Any Party may terminate the performance of work under this MOU in whole, or, from time to time, in part, whenever it is determined that such termination is in the best interest of the Party.

Comment [A8]: Is this necessary?

Comment [A9]: Liz tells me that all State funds are in hand. Thus, this section is not needed.

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~~10.10. CONTINGENT UPON APPROPRIATIONS~~

~~If the federal and/or State government fail to appropriate funds or if funds are not otherwise made available for continued performance for any period of this MOU, this MOU must be cancelled automatically as of the beginning of the period for which funds were not appropriated or otherwise made available. Cancellation does not affect either the State's rights or any Party's right under any termination clause in this MOU. The effect of cancellation of the MOU hereunder will be to discharge the Parties and the State agencies from future performance of the MOU, but not from their rights and obligations existing at the time of termination.~~

~~11.11.~~ CONTRACT MODIFICATION

~~11.~~

This MOU may be amended only as the Parties mutually agree in writing. Except for the specific provision of the MOU which is amended, the MOU remains in full force and effect after such amendment and is subject to the same laws, obligations, condition, provision, rules and regulations, as it was before the amendment.

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~~12.121.~~ RESPONSIBILITY FOR CLAIMS

No Party is liable in any action of tort, contract, or otherwise for any actions of any other Party arising out of this MOU.

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~~13.123.~~ MARYLAND LAW

This MOU must be construed, interpreted, and enforced according to the laws of the State of Maryland.

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~~14.134.~~ DRUG AND ALCOHOL FREE WORKPLACE

GWIB/DLLR, MHCC, and GOHCR shall comply with the State's policy concerning drug and alcohol free workplaces as set forth in COMAR 01.01.1989.18, and shall remain in compliance throughout the term of this MOU.

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~~15.145.~~ FAIR PRACTICES CERTIFICATION

GWIB/DLLR, MHCC, and GOHCR each certify that it prohibits, and covenants that it will continue to prohibit discrimination on the basis of political or religious opinion or affiliation, marital status, race, sex, age, sexual orientation, ancestry, color, creed, or national origin, or physical or mental disability, except when these characteristics constitute a bona fide occupational qualification. To the extent consistent with State and federal law and upon the request of the other party, GWIB/DLLR, MHCC, and GOHCR will submit to the other information relating to its operations without regard to political or religious opinion or affiliation, marital status, physical or mental disability, race, color, creed, genetic information, gender identity or expression, age, sex or national origin.

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Comment [A10]: Is DLLR/GWIB's contribution being funded in any part by the Dept of Labor?

Comment [A11]: Is this necessary? If it is, then all three parties could need to be named, and DLLR would not.

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~~16.165.~~ ASSURANCE OF NON-DISCRIMINATION AND EQUAL OPPORTUNITY IN DEPARTMENT OF LABOR-FUNDED MEMORANDUM OF UNDERSTANDING

If services provided under this MOU are funded in whole or in part with monies DLLR receives from the Department of Labor, ~~GWIB/DLLR~~, ~~GOHCR~~, and ~~MHCCGWIB~~ specifically agree that each will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Investment Act (WIA) of 1998; the Nontraditional Employment of Women Act of 1991; Title IV of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 C.F.R. part 37.b.

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168. ENTIRE AGREEMENT

This MOU represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this MOU, may be deemed to exist or bind the parties at the time of execution.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding on or before the date first set forth herein.

WITNESS/ATTEST:

FOR MHCC:

Ben Steffen, Executive Director, MHCC

Approved for legal sufficiency:

Assistant Attorney General MHCC/DHMH

Date

WITNESS/ATTEST:

FOR GWIB/DLLR:

Leonard J. Howie, III, Secretary, DLLR

Approved for legal sufficiency:

Assistant Attorney General DLLR

Date

WITNESS:

FOR GOHCR:

Approved for legal sufficiency:

Assistant Attorney General

Date

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